



United States
Census
2010

05/07/10 BID NO.: DRAFT

OPENING: 2:00 P.M.

, 20

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

VETERINARY SUPPLIES & PHARMACEUTICALS

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....
CATALOGUE AND LISTS:.....
CERTIFICATE OF COMPETENCY:..... See Section 2, Paragraph 2.6.1.2
EQUIPMENT LIST:.....
EXPEDITED PURCHASING PROGRAM (EPP)
INDEMNIFICATION/INSURANCE:.....
LIVING WAGE:
PRE-BID CONFERENCE/WALK-THRU:.....
SMALL BUSINESS ENTERPRISE MEASURE:..... See Section 2, Para. 2.2
SAMPLES/INFORMATION SHEETS:
SECTION 3 – MDHA:
SITE VISIT/AFFIDAVIT:
USER ACCESS PROGRAM:..... See Section 2, Para. 2.11
WRITTEN WARRANTY:

FOR INFORMATION CONTACT:

Beverly Myers-Thomas at 305-375-1209, or beve@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 29 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Title: Veterinary Supplies & Pharmaceuticals

Sr. Procurement Contracting Agent: Beverly Myers-Thomas , CPPB

Bids will be accepted until 2:00 p.m. on , 2010

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2 11.1(e) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

J. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written Intent to protest shall be filed with the Clerk of the

SECTION 1

GENERAL TERMS AND CONDITIONS

Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1

GENERAL TERMS AND CONDITIONS

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of Veterinary and Pharmaceutical Supplies.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access <http://www.miamidade.gov/sba/home.asp>.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE:
Intentionally Omitted

2.4 TERM OF CONTRACT SIXTY (60) MONTHS):

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW-
Intentionally Omitted

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

2.6 METHOD OF AWARD: PRE-QUALIFICATION OF BIDDERS AND SUBSEQUENT SPOT MARKET PURCHASES

Award of this contract will be made to all responsive, responsible bidder(s) who meet the pre-qualification criteria stipulated herein. Bidder(s) are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the requirements of this Invitation to Bid. However, the County may, at its sole discretion and in its best interest, allow the bidder(s) to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County shall result in the bidder(s) proposal being declared non-responsive.

During the term of this contract, the County reserves the right to add or delete bidders as it deems necessary in its best interests. If the County elects to add bidders, they must meet the same minimum qualifications established for the original competition.

Miami Dade County Animal Services reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the County.

2.6.1 QUALIFICATION CRITERIA

The information provided will ascertain that the bidder has met the minimum qualification and has sufficient experience and expertise in the required services. In addition to other County and contract requirements, all bidders shall meet or exceed the following qualification requirements to qualify for this contract:

FOR GROUP A PHARMACEUTICAL CONTROLLED SUBSTANCES FOR VETERINARY USE

2.6.1.1 Maintain an office and/or facility which shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m. Provide contact person's name and telephone number to call. Maintain and have available dedicated telephones and separate facsimile lines to receive and expedite quotes.

2.6.1.2 Copy of Bidders Local Business Tax receipt

2.6.1.3 The Bidder shall have a minimum of two (2) years experience in providing various types of Pharmaceuticals or controlled substances. This proof shall be at least two (2) verifiable references for which the Bidder has provided the products listed in this solicitation. The two references must be companies for which the bidder has provided similar products as listed

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

herein. The references must include the customer's company name, contact person, title of contact person, e-mail, address and telephone number.

2.6.1.4 The Bidder supplying Pharmaceuticals and/or controlled substances (such as Morphine, Fatal-Plus, etc) shall hold a valid license issued by the State Of Florida Bidder must provide a copy of the licenses along with their bid submittal.

2.6.1.5 Provide any one of the following with bid submittal:

- a. Manufacturers must submit State of Florida Department of Health, Division of Medical Quality Assurance License to distribute controlled substances in the State of Florida.
- b. Manufacturer's website where bidder is listed as a distributor, dealer or reseller of the product(s) or
- c. Invoices from manufacturers, distributors or dealer that the bidder is a registered company engaged in the sale and/or distribution of pharmaceutical supplies or
- d. Copy of written document evidencing agreement with pharmaceutical manufacturer, distributor, dealer or
- e. Bid submittal forms submitted from other than the manufacturer, shall include a signed letter from the manufacturer on the manufacturer's letter head, stating that the bidder is an authorized distributor, dealer, representative or reseller of the manufacturer of the pharmaceuticals that the bidder proposes to sell to the County.

FOR GROUP B VETERINARY SUPPLIES

2.6.1.1 Maintain an office and/or facility which shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m. Provide contact person's name and telephone number to call. Maintain and have available dedicated telephones and separate facsimile lines to receive and expedite quotes.

2.6.1.2 Copy of Bidders Local Business Tax receipt

2.6.1.3 The Bidder shall have a minimum of two (2) years experience in providing various types of vet. This proof shall be at least two (2) verifiable references for which the Bidder has provided the products listed in this solicitation. The two references must be companies for which the bidder has provided similar products as listed herein. The references must include the customer's company name, contact person, title of contact person, e-mail, address and telephone number.

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

2.6.2 REQUEST FOR QUOTATIONS (RFQ):

When a need is identified by a County department, all pre-qualified bidders within the specified group will be invited to offer a fixed price based on the requirements of the specific purchase or for the specific purchasing period. The Bidder offering the lowest fixed price on the total amount of the RFQ shall be awarded the order, provided that the services proposed by the pre-qualified bidder meet the RFQ's specifications and requirements. Additional requirements may be determined by the user department at the time of RFQ for spot market quotes. Such requirements will be specified on the individual request.

NOTE:

Bidders are advised that all inquiries during the bidding or quoting period are subject to the Cone of Silence. Additionally, applicable preferences will be applied to the spot market quotations. Only those bidders qualified will be permitted to bid on the required items.

2.7 PRICES:

Intentionally Omitted

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT:

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Refer To Section 2, Paragraph 2.6.1.2

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS:

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative..

2.17 DELIVERY REQUIREMENTS: DELIVERY SHALL BE TEN (10) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) CALENDAR DAYS

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within five (5) calendar days from the

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Beverly Myers-Thomas, at (305) 375-1209 email – beve@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.23 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.24 IDENTIFICATION OF EACH ITEM

Each item must be clearly identified on the offer submittal pages(s) as to make, model number, style number, packaging, and case weight, as requested, in order to be eligible for award. Use of terms such as, "As Spec" are unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

2.25 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include,

Section 2, Special Conditions
VETERINARY SUPPLIES & PHARMACEUTICALS

at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.26 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION
BASED ON PRICE QUOTES:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.27 TOXIC SUBSTANCES/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

3.1 SCOPE:

To establish a contract for veterinary pharmaceuticals and other supplies for the Miami Dade County Animal Services.

The county will provide warranted vendor with Drug Enforcement Administration (DEA) Form #222 to all bidders supplying the controlled substances (please see Attachment A) as required by law.

3.2 ITEMS:

Items shall include, but not limited to:

Items	Description
1	A Errane isoflurane 250ml,
2	A-C-D Solution 37.5ml
3	A-C-D Solution 75ml
4	Acepromazine Maleate 50 ml**
5	Acepromazine Table 25 mg 500 ct
6	Advantage for Cats over 10#
7	Advantage for Cats under 10#
8	Air-Scent
9	Albuterol Sulfate 3ml
10	Alcohol 32oz
11	Amoxil 50mg/mi
12	Anesthesia air canister
13	Anti-Sedan Injection
14	Apomorphine
15	Atropine Sulfate 100ml
16	Atropine Sulfate optoint 1/8oz
17	Avid microchips (box of 25ct)
18	Bandages non sterile conforming
19	Baytril Injection
20	Bladewash 18oz
21	Blood Collection Set 40"
22	Blood Glucose Monitor Kit
23	Blood Set 105"
24	Blood Set 64"
25	Blood Set 78"

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VETERINARY SUPPLIES & PHARMACEUTICALS

26	Blood Set 80"
27	Blood Set ext 30"
28	Blood Set ext 40"
29	Blood Set ext Y type
30	Bordetella (Intratrach II : 50v)
31	Bull Eyes Pill Gun
32	Butorphanol Tartrate inj 10mg/ml (Burto Ject) 10ml
33	Butorphanol Tartrate inj 50mg/ml (Burto ject) 50ml
34	Butorphenol Pills 1 mg/tabs
35	Butorphenol Pills 4 mg/tabs
36	Cast Padding 2 inch
37	Cast Padding 3 inch
38	Cast Padding 4 inch
39	Catgut 0
40	Catgut 1
41	Catgut 2
42	Catgut 3
43	Catgut 4
44	Catgut Chrom 2
45	Catgut Chromic 3
46	Cefazolin 1 gm
47	Centrifuge tubes 15cc (box of 100)
48	Cephalexin 250mg/1000c
49	Cephalexin 250mg/500c
50	Cephalexin 500mg/cap
51	Cestaject
52	Charcoal Activated
53	Chlorhexiderm flush 12fl oz.
54	Chlorhexidine Scrub 1 gal.
55	Chlorhexidine Solution 1 ga.
56	Cimetidine inj. 300mg/2ml 8ml
57	Clavamox 125mg/210t
58	Clavamox 250mg/210t
59	Clavamox 375mg/210t
60	Clavamox 62.5mg/210t
61	Clavamox Drops 62.5mg/1cc (generic)
62	Cloth surgical tape 1"x10yds
63	Collar 12"
64	Combo Heartworm/w Ehrlichia test kit/30
65	Conform Band 2 inch
66	Conform Band 3 inch

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VETERINARY SUPPLIES & PHARMACEUTICALS

67	Conform Band 4 inch
68	Cotton balls (bag of 500)
69	Cotton Rolls
70	Cotton Swabs
71	Da2ppl 25x1
72	Derm Caps (Fatty Acid Generic OK)
73	Dexamethasone 100ml
74	Dextrose 5% 1000ml
75	Dextrose 50% 1000ml
76	Diazepam 10ml
77	Difil Lysing Solution 1/2gal
78	Difil Test Dispenser
79	Difil test filter membranes 50ct
80	Dip Quick stain 600 ml #1
81	Dip Quick stain 600 ml #2
82	Dip Quick stain 600 ml #3
83	Director Probe #6
84	Disp. Biopsy Punch
85	Domitor Injectable
86	Dopram V inj. 20 ml
87	Doxycycline Hyclate 100mg/500t
88	Doxycycline Hyclate 50mg/50c
89	Dry flotation med 1 gal
90	Ear Cleaning Solution
91	Elizabethan collars large (24in)
92	Elizabethan collars medium (18in)
93	Elizabethan collars small (15in)
94	Endosorb Suspension
95	Endotracheal tube # 3.0
96	Endotracheal tube # 3.5
97	Endotracheal tube # 4.0
98	Endotracheal tube # 4.5
99	Endotracheal tube # 5.0
100	Endotracheal tube # 6.0
101	Endotracheal tube # 7.0
102	Endotracheal tube # 8.0
103	Endotracheal tube # 9.0
104	Endotracheal tube # 10.0
105	Epinephrine 30 ml
106	F/Air
107	Fatal Plus 98 grams
108	Fecal Analysis System
109	Fel, Panleukopenia, Rhino&CaliciVK Chlamy 25x1 ml
110	Feline Leuk/FIV Test Kit

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

111	Flea & Tick Room Fogger 6oz
112	Flea & Tick Spray 32fl oz.
113	Fleakom
114	Frontline Topspot for dogs 23 to 44 lb
115	Frontline Topspot for dogs 45 to 88 lb
116	Frontline Topspot for dogs 89 to 132 lb
117	Frontline Topspot for dogs up to 22 lb
118	Gauze Sponge N/S 3x3x12P 200
119	Gauze Sponge N/S 4x4x12P 200
120	Gentamax/Gentamycin 100 100ml
121	Gloves 50ct 6 ½
122	Gloves 50ct size 8 ½
123	Gloves 50ct size 7 ½
124	Gloves 50ct size 9
125	Gloves exam size X-Large
126	Gloves exam size Large
127	Gloves powderfree 100ct med
128	Gloves powderfree 50 Pair 7 ½
129	Guaifenisin Injectable
130	Guaifenisin Tablets
131	Hand Rinse 7 oz
132	Heartworm test kit 30ct
133	Hemoclip 10med/large
134	Heparin 30 ml
135	Hydrocodone Bitartrate Syrup
136	Hydrogen peroxide 16fl oz
137	Immiticide 1 Box/.15 Bottles
138	Instrument Bath
139	Instrument Lubricant
140	Instrument Wrap
141	Intrafusor 14gx15g
142	Intrafusor 17gx18g
143	Ivomec 50ml
144	Ketamine 10 ml
145	Ketoprofen Injection
146	King 2 inch
147	King 3 inch
148	King 4 inch
149	Kool Lube 14oz
150	Lactated Ringer 500ml
151	Lidocaine Hydrochloride 2% 100ml
152	Malaseb 8fl oz Shampoo
153	Male Adapter Plug
154	Medicine Plstic Bottle w/dropper Medium
155	Medicine Plastic Bottle w/dropper Small (1oz)

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

156	Medicine Vial 12 Dram
157	Medicine Vial 16 Dram
158	Metronidazole 250mg
159	Metronidazole 500mg
160	Micro cover glass 22x22/1oz
161	Microscope
162	Microscope slides 72pcs
163	Miltex 8fl oz
164	Miltex Spray Sets
165	Mineral Oil
166	Mita-clear 12x22ml
167	Needle 20gx1/100ct
168	Needle 22gx1/100ct
169	Needle 25gx1/100ct
170	Needle 25gx5/8
171	Neo Poly Dex Opth Susp
172	Normosol - R
173	Normosol – w5%/Dex
174	Oral/Nasal tube 3.0
175	Oster Clipper
176	Oster Cryotech Blades
177	Oximetry Sensor
178	Oxygen
179	Oxygen (Emergency Equipment)
180	Panacur Granules 1gm/81
181	Panacur Granules 2gm/60
182	Panacur Granules 4gm/42
183	Panalog Cream
184	Panalog Ointment
185	Panalmycin
186	Parvo Antigen Test Kit 30ct
187	PDS II Suture #0
188	PDS II Suture #2-0
189	PDS II Suture #3-0
190	PDS II Suture #4-0
191	PDS II Suture #5-0
192	Penicillin 100ml
193	Penicillin G Benzathine/Procaine
194	Penrose Drain 1"x5/8x18"
195	Penrose Drain 1 1/4"x3/4"x18"
196	Penrose Drain 3/4"x1/2"x18"
197	Pills Splitter
198	Pills Tray
199	Predisone 5mg/1000 ct
200	Prednisolone Opth. Ace 1% 5ml

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

201	Primary IV set 15d/ml (Emergency Equipment)
202	Primary IV set 60d/ml (Emergency Equipment)
203	Primor Tablets 120mg
204	Primor Tablets 480mg
205	Primor Tablets 960mg
206	Prolene Suture #0
207	Prolene Suture #2-0
208	Prolene Suture #3-0
209	PropoFlo (Propofol)
210	Pyrantel Pamoate Susp. 32fl oz
211	Rabies (10X10ml)
212	Reglan
213	Rimadyl Injectable 50 mg/ml- 20ml vials
214	Scissors (Milatex)
215	Scrub Gowns (Medium)
216	Scrub Gowns (Large)
217	Scrub Gowns (XXXL)
218	Scrub Gowns (XL)
219	Scrub Pants (L)
220	Scrub Pants (Medium)
221	Scrub Pants (Small)
222	Scrub Pants (XXLe)
223	Scrub Shirt (Large)
224	Scrub Shirt (Small)
225	Scrub Shirt (Medium)
226	Scrub Shirt (XXL)
227	Skin Staple Disposable 12ct
228	Small Animals Feeding Tubes
229	Sodium Bicarbonate
230	Sodium Chloride 1000ml
231	Sodium Chloride Flush Bottle
232	Splint (Sam)
233	Splint Carpal (Emergency Equipment)
234	Splint Large (Emergency Equipment)
235	Splint Medium (Emergency Equipment)
236	Splint Small (Emergency Equipment)
237	Sterile Water 240ml
238	Sterilization Pouch
239	Stool Rod (Medium)
240	Stool Rod (Small)
241	Sufadi Ved 12.5% Solution
242	Sulfasalazine 500mg/500t

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

243	Surflash IV Catheter 19gx1 ¼ 50ct
244	Surflash IV Catheter 20gx1 50ct
245	Surflash IV Catheter 22gx1 50ct
246	Surflash IV Catheter 24gx3/4 50ct
247	Surgeon's Brush
248	Surgical Drapes Box
249	Surgical Hat (Female)
250	Surgical Hat (Male)
251	Surgical Masks 50ct
252	Surgical Steel Blades 100ct #10
253	Surgical Steel Blades 100ct #15
254	Surgilube 4 1/4oz Flipcap
255	Suture Braunamid 4
256	Suture Braunamid 5
257	Suture Clipper
258	Syringe w/needle 1cc/100ct
259	Syringe w/needle 30cc/100ct
260	Syringe w/needle 3cc/100ct 22g x3/4 (Nipro)
261	Syringe w/no needle (Ecc. Leur) 12cc/80ct
262	Syringe w/no needle (Reg. Leur) 10cc/100ct
263	Syringe w/no needle 1cc/100ct
264	Syringe w/no needle 5cc/100ct
265	Tape (Autoclave Indicator)
266	Telazol 5ml
267	Temaril-P
268	Terramycin Ointment 1/8 oz
269	Tetracycline 250mg/1000ct
270	Tetracycline 500mg/1000ct
271	Thermometer
272	Triple antibiotic 1lb
273	Vetalog 100ml
274	Vetbond 1fl oz
275	Vetrap 2" (Teal)
276	Vetrap 3"
277	Vetrap 4:
278	Vetropolycin 0 0 1/8oz
279	Vicryl #2-0 36/Box J333H (TPR)
280	Vicryl #2-0 36/Box J466H (CTG)
281	Vicryl #3-0 36/Box J332H (TPR)
282	Vicryl #3-0 36/Box J398H (CTG)
283	Vicryl #4-0 36/Box J310H
284	Vicryl #4-0 36/Box J397H

Section 3, Technical Specifications
VETERINARY SUPPLIES & PHARMACEUTICALS

285	Vicryl #6-01 doz J489G
286	Vicryl #0 36/Box J334H
287	Vicryl #0 36/Box J467H
288	Xylazine 50ml
289	Yobine 20ml
290	Zymad Otic
291	Dexasporing Opthl. Ointmesnt (Generic)
292	Esbilac Powder (Puppy Replacer) ¾ oz
293	KMR Powder (Kitten Milk Replacer) ¾ oz
294	Triple Anitbotic Opht Ointment w/Hydrocortisone
295	Vitamin B complex Fort/100ml
296	Vitamin B12 300mg/100ml
297	Vitamin K Injection 10mg/ml 100ml
298	Sodaline Granules
299	Calium Gluconate
300	Pet Nursing Bottles (Puppy and KKitten)
301	Furosemide Injection 50mg/50ml
302	Nutri-Cal (Tubes) 4 1/4oz
303	Tongue Depressors
304	Bupernex 10,l
305	Flea & Tick Shampoo (Safe for Puppies)
306	Flea & Tick Shampoo (Safe for Kittens)
307	Pet Carriers (Card-board)
308	Disposable Kitty Litter Trays
309	Animal I.D. Bands
310	Ski-Rope Animal Leashes

MIAMI-DADE COUNTY**BID NO.:****OPENING: 2:00 P.M.**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

, 2010

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:
BEMT

DPM

Date Issued:

This Bid Submittal Consists of
Pages 23 through 29

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

VETERINARY SUPPLIES & PHARMACEUTICALS

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **875-00**

Procurement Agent: Beverly Myers-Thomas

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 29F SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
VETERINARY SUPPLIES & PHARMACEUTICALS**

FIRM NAME:_____

**Group A FOR GROUP A PHARMACEUTICAL CONTROLLED SUBSTANCES
FOR VETERINARY USE**

	Section 2, Paragraph 2.6.1.1 Prequalification Criteria
--	--

1	<p>Maintain an office and/or facility which shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m. Provide contact person's name and telephone number to call. Maintain and have available dedicated telephones and separate facsimile lines to receive and expedite quotes.</p> <p>Office and/or facility: _____</p> <p>Contact Person or Representative:: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>E-Mail Address: _____</p>

	Section 2, Paragraph 2.6.1.2 Prequalification Criteria
--	--

2	Copy of Bidders Local Business Tax receipt
----------	--

	Section 2, Paragraph 2.6.1.3 Prequalification Criteria
--	--

3	<p>The Bidder shall have a minimum of two (2) years experience in providing various types of vet. This proof shall be at least two (2) verifiable references for which the Bidder has provided the products listed in this solicitation. The two references must be companies for which the bidder has provided similar products as listed herein. The references must include the customer's company name, contact person, title of contact person, e-mail, address and telephone number.</p>
----------	--

**BID SUBMITTAL FOR:
VETERINARY SUPPLIES & PHARMACEUTICALS**

FIRM NAME: _____

A. Reference #1:

1) Company Name: _____

2) Types of Products Provided: _____

3) Contact person's name:: _____

Title : _____

Phone No.: _____

E-mail: _____

B. Reference #2:

4) Company Name: _____

5) Types of Products Provided: _____

6) Contact person's name:: _____

Title : _____

Phone No.: _____

E-mail: _____

**BID SUBMITTAL FOR:
VETERINARY SUPPLIES & PHARMACEUTICALS**

FIRM NAME: _____

**Group B FOR GROUP A PHARMACEUTICAL CONTROLLED SUBSTANCES
FOR VETERINARY USE**

	Section 2, Paragraph 2.6.1.1 Prequalification Criteria
--	--

1	<p>Maintain an office and/or facility which shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m. Provide contact person's name and telephone number to call. Maintain and have available dedicated telephones and separate facsimile lines to receive and expedite quotes.</p> <p>Office and/or facility: _____ Contact Person or Representative:: _____ Phone Number: _____ Fax Number: _____ E-Mail Address: _____</p>

	Section 2, Paragraph 2.6.1.2 Prequalification Criteria
--	--

2	Copy of Bidders Local Business Tax receipt
----------	--

	Section 2, Paragraph 2.6.1.3 Prequalification Criteria
--	--

3	<p>The Bidder shall have a minimum of two (2) years experience in providing various types of vet. This proof shall be at least two (2) verifiable references for which the Bidder has provided the products listed in this solicitation. The two references must be companies for which the bidder has provided similar products as listed herein. The references must include the customer's company name, contact person, title of contact person, e-mail, address and telephone number.</p>
----------	--

BID SUBMITTAL FOR:
VETERINARY SUPPLIES & PHARMACEUTICALS

FIRM NAME: _____

C. Reference #1:

7) Company Name: _____

8) Types of Products Provided: _____

9) Contact person's name:: _____

Title : _____

Phone No.: _____

E-mail: _____

D. Reference #2:

10) Company Name: _____

11) Types of Products Provided: _____

12) Contact person's name:: _____

Title : _____

Phone No.: _____

E-mail: _____

**SECTION 4
BID SUBMITTAL FOR:
VETERINARY SUPPLIES & PHARMACEUTICALS**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: Veterinary Supplies & Pharmaceuticals

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: _____ (Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

 Prime Contractor/Respondent's Signature

 Print Name
 (Duplicate if additional space is needed)

 Print Title

 Date

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

Note: This affidavit will be requested from all bidders once bids are received and evaluated.

Attachment A

Sample DEA Form 222

See Reverse of PURCHASER'S Copy for Instructions		No order form may be issued for Schedule I and II substances unless a completed application form has been received, 123 C.F.R. 3005.041.		OMB APPROVAL No. 1117-0010		
TO: (Name of Supplier) ZOO PHARM A			STREET ADDRESS 3131 GRAND AVE, SUITE B			
CITY and STATE LARAMIE, WY 82070			DATE 06-01-06		TO BE FILLED IN BY SUPPLIER	
TO BE FILLED IN BY PURCHASER B			SUPPLIER'S DEA REGISTRATION No.			
LINE No.	No. of Packages	Size of Package	Name of Item	National Drug Code	Packages Shipped	Date Shipped
1	12	10ml	Etorphine HCl, 10mg/ml			
2	5	10ml	Carfentanil citrate, 3mg/ml			
3						
4						
5						
6						
7						
8						
9						
10						
D 2 NO. OF LINES COMPLETED			E SIGNATURE OF PURCHASER OR HIS ATTORNEY OR AGENT BE SURE TO SIGN FORM			
Date Issued 06-23-94		DEA Registration No. BL9876543		Name and Address of Registrant DOE, JOHN EDWARD DVM ABC VETERINARY CLINIC 1234 MAIN STREET ANYWHERE, USA 11223		
Schedules 2,2N,3,3N,4,5		Registered as a PRACTITIONER		No. of this Order Form 123456789		
DEA Form 222 (4-94) 19900		U.S. OFFICIAL ORDER FORMS - SCHEDULES I & II DRUG ENFORCEMENT ADMINISTRATION SUPPLIER'S Copy 1		45579700		

Instruction Checklist

- A) Name of Supplier, Address, City & State
Zoopharm
3131 Grand Ave, Suite B
Laramie, WY 82070
- B) Date the form
- C) Number of packages, size, and desired strength
- D) Enter ONLY the number of lines used.
In the example above, the last line completed would be 2.
- E) Veterinarian's Signature

**** Verify you have completed form according to instructions on back of DEA 222 purchaser's copy before submitting to ZooPharm with prescription ****